

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In Re:)	Chapter 13
)	
Kamonti T. McFarlane)	
Adriel O. McFarlane,)	
)	No.: 18-24991
Debtor.)	Hon. Susan V. Kelley

OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

BMO Harris Bank N.A. (“BMO”), by the undersigned attorney, objects to confirmation of the Chapter 13 Plan filed by the Debtors on June 3, 2018 in the instant case, and in support thereof, states as follows:

1. The Debtors filed a Chapter 13 petition on May 20, 2018.
2. BMO is a secured creditor of debtor Kamonti T. McFarlane by virtue of Retail Installment Sale Contract executed by Kamonti T. McFarlane in the principal amount of \$23,597.63 that is secured by a lien on Debtor’s vehicle, acquired for his personal use, commonly known as 2012 Mercedes Benz GL450, VIN# 4JGBF7BE7CA789170. (*See* Retail Installment Sale Contract, attached hereto as Exhibit A).
3. The aforementioned contract was executed on September 22, 2017, and therefore subjects BMO’s claim to the “hanging paragraph” of Section 1325(a)(5), commonly known as the “910 day rule”.
4. The Debtors’ Chapter 13 plan, filed on June 3, 2018 (the “Plan”), does not provide for payment off BMO’s claim or surrender of the Vehicle.
5. To the extent the Debtor intends to retain the Vehicle, BMO’s secured claim must be paid in full during the life of the plan.
6. As of the petition date of May 20, 2018, the amount due under the contract was

\$21,666.01, and the contract interest rate is 4.89% (proof of claim forthcoming). Provision for same must be made by the Debtors in an amended plan.

WHEREFORE, BMO Harris Bank N.A. prays that this Court enter an Order denying confirmation of the Debtors' Chapter 13 Plan and for any other relief this Court deems just and equitable.

BMO Harris Bank N.A.

By: /s/ Adham Alaily

One of its attorneys

Adham Alaily
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EGAN & ALAILY LLC
321 N. Clark St., Suite 1430
Chicago, Illinois 60654
(312) 253-8640

RETAIL INSTALLMENT SALE CONTRACT
SIMPLE FINANCE CHARGE

Dealer Number _____ Contract Number _____

Buyer Name and Address (Including County and Zip Code) KAMONTI T MCFARLANE 5616 N SHASTA DR MILWAUKEE WI 53209 COUNTY: MILWAUKEE	Co-Buyer Name and Address (Including County and Zip Code) N/A	Seller-Creditor (Name and Address) UMANSKY UBG, LLC 5990 N GREEN BAY AVE MILWAUKEE, WI 53209
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract.

New/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
USED	2012	MERCEDES BEN GL450	4JGBF7BE7CA789170	Personal, family, or household unless otherwise indicated below <input type="checkbox"/> business <input type="checkbox"/> agricultural <input type="checkbox"/> N/A

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your down payment of
4.89 %	\$ 3733.57	\$ 23597.63	\$ 27331.20	\$ 4000.00 is
				\$ 31331.20

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due
72	379.60	Monthly beginning 11/06/2017
N/A	N/A	N/A

Or As Follows:

N/A

Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of 5 % of the part of the payment that is late. The charge will not exceed \$ 10 if you bought the vehicle for personal, family or household use and the amount financed is \$25,000 or less.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding.

Buyer Signs *Kamonti T McFarlane* Co-Buyer Signs **X** **N/A**

If any part of this contract is not valid, all other parts stay valid unless the law provides otherwise. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others.

See the rest of this contract for other important agreements.

ITEMIZATION OF AMOUNT FINANCED

1	Cash Price (including accessories, services, taxes	N/A	\$	N/A	
	N/A, \$ N/A, and N/A, \$ N/A)				\$ 21600.00 (1)
2	Total Downpayment =				
	Trade-In N/A N/A N/A				
	(Year) (Make) (Model)				
	Gross Trade-In Allowance	\$	N/A		
	Less Pay Off Made By Seller	\$	N/A		
	Equals Net Trade In	\$	0.00		
	+ Cash	\$	4000.00		
	+ Other CONSUMER REBATE(S)	\$	N/A		
	(If total downpayment is negative, enter "0" and see 4) below)				\$ 4000.00 (2)
3	Unpaid Balance of Cash Price (1 minus 2)				\$ 17600.00 (3)
4	Other Charges Including Amounts Paid to Others on Your Behalf				
	(Seller may keep part of these amounts):				
A	Cost of Optional Credit Insurance Paid to Insurance Company or Companies.				
	Life \$ N/A				
	Disability \$ N/A				\$ N/A
B	Other Optional Insurance Paid to Insurance Company or Companies				\$ N/A
C	Official Fees Paid to Government Agencies				
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
D	Optional Gap Contract				\$ N/A
E	Government Taxes Not Included in Cash Price				\$ 1501.63
F	Government License and/or Registration Fees				
	LICENSE FEE / REG PROCESSING FEE				\$ 94.50
G	Government Certificate of Title Fees				\$ 79.50
H	DMV Automated Processing Partnership System Fee Paid to				
	N/A				\$ N/A
I	Other Charges (Seller must identify who is paid and describe purpose.)				
	to N/A for Prior Credit or Lease Balance				\$ N/A
	to UMANSKY UBG, LLC for Services Fee				\$ 399.00
	to PROTECTIVE for VSC				\$ 3923.00
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	to N/A for N/A				\$ N/A
	Total Other Charges and Amounts Paid to Others on Your Behalf				\$ 5997.63 (4)
5	Amount Financed (3 + 4)				\$ 23597.63 (5)

WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose.

This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

Returned Check Charge: You agree to pay a charge of \$ 15 if any check you give us is returned unsatisfied because you do not have an account with the financial institution on which the check is drawn or do not have sufficient funds or credit with the financial institution.

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A, Year N/A. SELLER'S INITIALS N/A

NO COOLING OFF PERIOD

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

OPTIONAL GAP CONTRACT. A gap contract (debt cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the extra charge. If you choose to buy a gap contract, the charge is shown in Item 4D of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term N/A Mos. N/A
Name of Gap Contract

I want to buy a gap contract.

Buyer Signs X N/A

OTHER IMPORTANT AGREEMENTS

1. FINANCE CHARGE AND PAYMENTS

- a. **How we will figure Finance Charge.** We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. **How we will apply payments.** We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. **How late payments or early payments change what you must pay.** We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract, on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. **You may prepay.** You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.

2. YOUR OTHER PROMISES TO US

- a. **If the vehicle is damaged, destroyed, or missing.** You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- b. **Using the vehicle.** You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask you to pay it, as the law allows.
- c. **Security Interest.**

You give us a security interest in:

 - The vehicle and all parts or goods put on it;
 - All money or goods received (proceeds) for the vehicle;
 - All insurance, maintenance, service, or other contracts we finance for you; and
 - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.
- d. **Insurance you must have on the vehicle.**

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- e. **What happens to returned insurance, maintenance, service, or other contract charges.** If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- a. **You may owe late charges.** You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

If you pay late, we may also take the steps described below.

- b. **You may have to pay all you owe at once.** If you break your promises (default), we may demand that you pay all you owe at once after we give you any notice the law requires. Default means:
 1. You made a material false statement in your credit application;
 2. If this is a consumer contract, an amount that is more than one full payment is more than 10 days past due, or the first or last payment is more than 40 days past due. (This is a consumer contract if you bought the vehicle for personal, family, or household purposes and the Amount Financed is \$25,000 or less.);
 3. If this is not a consumer contract, you do not pay any payment on time; or
 4. You start a proceeding in bankruptcy or one is started against you or your property, or you break any agreements in this contract, except that if this is a consumer contract, we will only treat these events as defaults if the condition, value, or protection of the vehicle, or our right in the vehicle, or your ability to pay amounts due under the transaction is materially impaired.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted. Our right to demand that you pay this amount is subject to any right the law gives you to reinstate this contract.

- c. **Our Remedies Upon Default.** If you default, we may take (repossess) the vehicle from you after we give you any notice the law requires. Our right to take the vehicle is subject to any right the law gives you to demand a court hearing before we take it. We may only take the vehicle if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- d. **You may have to pay collection costs.** If this is not a consumer contract and we hire an attorney to collect what you owe, you will pay the attorney's fee, court costs and expenses we incur as the law allows.
- e. **How you can get the vehicle back if we take it.** If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. You may have to pay expenses we pay as a direct result of taking and holding the vehicle as the law permits. Your right to redeem ends when we sell the vehicle.
- f. **We will sell the vehicle if you do not get it back.** If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are travel and transportation expenses of the creditor in taking the vehicle and expenses paid to persons not related to the creditor as a direct result of taking, holding, cleaning, restoring, and repairing the vehicle, as the law permits. Statutory attorney fees and court costs the law permits us to charge you are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may continue to assess finance charges at the Annual Percentage Rate shown on page 1 of this contract until you pay all you owe us.
- g. **What we may do about optional insurance, maintenance, service, or other contracts.** This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

Insurance. You may buy the physical damage insurance this contract requires from anyone you choose who is acceptable to us. You are not required to buy any other insurance to obtain credit.

If any insurance is checked below, policies or certificates from the named insurance companies will describe the terms and conditions.

Check the insurance you want and sign below:

Optional Credit Insurance

☐ Credit Life: ☐ Buyer ☐ Co-Buyer ☐ Both ☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both

Insurance Company Name N/A Home Office Address N/A

Credit life insurance and credit disability insurance are not required to obtain credit. Your decision to buy or not buy credit life insurance and credit disability insurance will not be a factor in the credit approval process. They will not be provided unless you sign and agree to pay the extra cost. If you choose this insurance, the cost is shown in Item 4A of the Itemization of Amount Financed. Credit life insurance pays the unpaid part of the Amount Financed if you die. This insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance pays the scheduled payments due under this contract while you are disabled. Credit disability insurance does not cover any increase in your payment or in the number of payments. The policies or certificates issued by the named insurance companies may further limit the coverage that credit life or credit disability insurance provides. See the policies or certificates for coverage limits and other terms and conditions. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Premium:

Credit Life \$ N/A

Credit Disability \$ N/A

I want the Optional Credit Life Insurance checked above.

☒ N/A N/A ☒ N/A N/A
Buyer Signature Date Co-Buyer Signature Date

I want the Optional Credit Disability Insurance checked above.

☒ N/A N/A ☒ N/A N/A
Buyer Signature Date Co-Buyer Signature Date

Other Optional Insurance

☐ N/A N/A Premium \$ N/A
Description of Coverage Type of Insurance Term Insurance Company Name

N/A N/A
Home Office Address

N/A

☐ N/A N/A Premium \$ N/A
Description of Coverage Type of Insurance Term Insurance Company Name

N/A N/A

N/A

Other optional insurance is not required to obtain credit. Your decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

I want the Other Optional Insurance checked above.

☒ N/A N/A ☒ N/A N/A
Buyer Signature Date Co-Buyer Signature Date

ANY INSURANCE REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PUBLIC LIABILITY PROTECTING THE DRIVER AGAINST DAMAGES RESULTING FROM NEGLIGENT USE OF THE VEHICLE.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

FOR MARRIED WISCONSIN CONSUMERS:

YOU RECOGNIZE THAT THIS RETAIL INSTALLMENT CONTRACT IS INCURRED AS A FAMILY OBLIGATION UNDER WISCONSIN LAW AND THAT YOUR MARITAL PROPERTY MAY BE SUBJECT TO LIABILITY UNDER THIS OBLIGATION.

Kamonte McFarlane ☒ N/A
Buyer's Signature Co-Buyer's Signature

If you are married and your spouse is not a buyer, co-buyer or other owner, please complete the following:

Name of Buyer's Spouse: N/A Adriel McFarlane Address: N/A Same as

Name of Co-Buyer's Spouse: N/A Address: N/A

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You confirm that you received a completely filled-in copy when you signed it.

NOTICE TO CUSTOMER

- (a) DO NOT SIGN THIS BEFORE YOU READ THE WRITING ON EACH PAGE, EVEN IF OTHERWISE ADVISED.
- (b) DO NOT SIGN THIS IF IT CONTAINS ANY BLANK SPACES.
- (c) YOU ARE ENTITLED TO AN EXACT COPY OF ANY AGREEMENT YOU SIGN.
- (d) YOU HAVE THE RIGHT AT ANY TIME TO PAY IN ADVANCE THE UNPAID BALANCE DUE UNDER THIS AGREEMENT AND YOU MAY BE ENTITLED TO A PARTIAL REFUND OF THE FINANCE CHARGE.

Buyer Signs Kamonte McFarlane Date 09/22/17 Co-Buyer Signs ☒ N/A Date N/A

Co-Buyers and Other Owners — A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here ☒ N/A Address N/A

Seller signs UMANSKY UBG, LLC Date 09/22/17 By ☒ Title F&I MANAGER

Seller assigns its interest in this contract to BMO HARRIS BANK NA (Assignee) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

Seller UMANSKY UBG, LLC By _____ Title _____

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

In Re:)	Chapter 13
)	
Kamonti T. McFarlane)	
Adriel O. McFarlane,)	
)	No.: 18-24991
Debtor.)	Hon. Susan V. Kelley

NOTICE OF FILING

Kamonti T. McFarlane, 5416 N. Shasta Dr., Milwaukee, WI 53209, *Debtor* (Via U.S. Mail)
Adriel O. McFarlane, 5416 N. Shasta Dr., Milwaukee, WI 53209, *Debtor* (Via U.S. Mail)
John D. Dries, 7251 West North Avenue, Wauwatosa, WI 53213, *Debtors' Attorney* (Via CM/ECF)
Rebecca R. Garcia, PO Box 3170, Oshkosh, WI 54903, *Trustee* (Via CM/ECF)
US Trustee, 517 East Wisconsin Ave, Room 430, Milwaukee, WI 53202, *Trustee* (Via CM/ECF)

PLEASE TAKE NOTICE that on **July 12th, 2018** the undersigned attorney electronically filed with the Clerk of the United States Bankruptcy Court for the Eastern District of Wisconsin, the attached **Objection to Confirmation of Chapter 13 Plan**, a copy of which is hereby served upon you.

CERTIFICATE OF SERVICE

The undersigned, an attorney certifies that on July 12th, 2018, he caused to be filed with the United States Bankruptcy Court for the Eastern District of Wisconsin's CM/ECF electronic filing system a copy of the foregoing Notice of Filing and Objection to Confirmation. The undersigned served the above parties by first class mail, postage prepaid, from 321 N. Clark St, Chicago, Illinois 60654, before 5:00 P.M. on that date, or electronically by virtue of the operation of the CM/ECF system, as indicated above.

BMO Harris Bank, N.A.

By: /s/ Adham Alaily
One of its attorneys

Adham Alaily
aalaily@ea-atty.com
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321 N. Clark St., Suite 1430
Chicago, Illinois 60654
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